



STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

REAL ESTATE LEASE

Page 1 of 6
LEASE CONTROL NO. 05172

- [1] **AGREEMENT:** The parties mutually agree to lease the described premises on the following terms and conditions:
- [2] **LESSEE:** The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State entity.
- [3] **USING AGENCY (Main Office):**
Illinois Department of Central Management Services
Bureau of Communications & Computer Services
120 West Jefferson Street, Floor 3
Springfield, Illinois 62702
Facility Liaison: Ron Gurgens
Telephone No.: (217) 782-4221 or 785-192
Fax No.: (217) 524-6161
- [4] **LESSOR:**
Ameritech Illinois a/k/a
Illinois Bell Telephone Company
425 West Randolph, Floor 9
Chicago, Illinois 60606
Telephone No.: (312) 669-2615
Emergency No.: (312) 694-7300
Fax No.: (312) 669-2192
- [5] **LESSOR'S AGENT (If Applicable):**
Equis Corporation
P. O. Box 641338
Chicago, Illinois 60664-1338
Title: _____
Telephone No.: (312) 424-8000
Emergency No.: _____
Fax No.: (312) 424-0150
- [6] **THE LEASED PREMISES LOCATED AT:** 120 West Jefferson Street (the "Building"),

in the City of Springfield, County of Sangamon, State of Illinois.
- [7] **LOCATION IN BUILDING:** 100%
- [8] **SQUARE FEET:** Lessor certifies that the leased premises are measured according to standards set forth by the Department of Central Management Services' rules and contain 83,178 square feet.
- [9] **PERCENTAGE (%) OF NET BUILDING RENTABLE AREA:** 100%
- [10] **TERM:** The term of the Lease will be for sixty (60) months from February 1, 2000 to January 31, 2005.

Should Lessee not take occupancy on the beginning day of the term, then the beginning and ending dates of this term shall be adjusted to reflect Lessee's actual date of occupancy. In the event the term of this Lease shall be modified by mutual agreement of the parties, the adjusted term may be memorialized in a separate short form letter agreement binding upon the parties if signed by a duly authorized representative of each party and subsequently attached hereto.

SCHEDULE D

- [11] **RENEWAL OPTION:** The Lessee has the right to renew the Lease for a further period of 5 years upon the same terms and conditions provided Lessee gives 365 days notice to Lessor of its intention to exercise such option (Strike if no renewal is negotiated). In accordance with the Renewal Schedule.
- [12] **EARLY TERMINATION:** ~~Lessee has the option to terminate this Lease by giving 120 days written notice to the Lessor of its intention to exercise this option.~~
- [13] **RENTAL:** Payments to be made monthly in arrears subject to legislative appropriation. Send payment to: Ameritech Illinois, P. O. Box 92471, Chicago, Illinois 60675-2471
Rental for periods less than one full month shall be prorated on a daily basis.

BASE RENT:[14a] Total Base Rental for Term of Lease \$ 6,529,473.00[14b] Base Rent/Square Foot \$ 15.70**IMPROVEMENTS:**[15] Total \$ N/A[16] N/A months amortized [17] \$ N/A per sq. ft.**TOTALS:**[18] TOTAL PER SQ. FT. COST PER YEAR \$ 15.70[19] ANNUAL RENTAL PAYABLE TO LESSOR \$ 1,305,894.60[20] MONTHLY RENTAL \$ 108,824.55
(Type amount in words on line 22)

[21] One Hundred Eight Thousand, Eight Hundred Twenty-four Dollars and Fifty-five Cents.

For State of Illinois Use Only:	
<u>\$15.70</u>	Annual Sq. Ft./Base Rent
<u>----</u>	Gas - Direct Pass Through Expense
<u>----</u>	Electric - Direct Pass Through Expense
<u>----</u>	Water - Direct Pass Through Expense
<u>Inc.</u>	Janitor - Direct Pass Through Expense
<u>Inc.</u>	Other Costs - Direct Pass Through Expense
<u>N/A</u>	Construction Cost
<u>\$15.70</u>	Full Service Cost - Plus Direct Pass Through Expenses

- [22] **CARE AND MAINTENANCE:** Lessee accepts the demised premises as presently constituted except for non-compliance by Lessor with all applicable building, fire, and life safety codes and latent defects.

Lessor shall provide and pay all costs related to the following: Expenses will be reimbursed by Lessee to Lessor in accordance with Exhibit R - Rental Schedule.

- A. Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary fixtures for heating, cooling, water, electricity, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Fluorescent lamps, ballasts and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold potable water and sewer as required by Lessee.
- G. Cleaning service and scavenger service to keep premises clean, healthful and sightly as per attached Janitorial Schedule.
- H. Comprehensive exterminating service.
- I. Elevator service where applicable.
- J. Service and maintenance of fire extinguishers.
- K. Snow and ice removal from sidewalks and parking area.
- L. Maintenance of lawn and shrubs.
- M. Cleaning and painting after N/A months.
- N. Parking for 118 vehicles. General maintenance of parking lot.
Address of Parking Lot: Same as leased building - adjacent.
- O. Provide for surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring.
- P. All general maintenance and repairs not caused by Lessee's negligence.
- Q. Other (Strike if not applicable). See paragraph five (5) of the Rider attached hereto and made a part hereof.

- [23] **HOLDOVER:** If, after the expiration of the Lease, the Lessee retains possession of the premises, the Lease shall continue in full force and effect on the same terms and conditions except the Lease shall be on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the last expired Lease term.

- [24] **ACCESSIBILITY:** Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered improved, or newly constructed to conform to the applicable technical standard described in the Code and referenced in Exhibit A; Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder. See Note on Page 5.

- [25] **ENVIRONMENTAL ASSESSMENT:** Lessor acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation of the Lessor requiring any demolition or renovation activity completed on behalf of the State of Illinois to comply with the standards set forth in 40 CFR 61.145.

- [26] **PREVAILING WAGE:** All tenant improvement work completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

- [27] **RENTAL:** Lessor may only look to the Using Agency for payment of rent or other charges. The Department of Central Management Services is not responsible for payment unless it is the Using Agency.
- [28] **FISCAL FUNDING:** This lease shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to pay the rent or other obligations of Using Agency hereunder. Lessor acknowledges that all obligations of the Using Agency shall also immediately terminate in the event any Federal Funding source, upon which the Using Agency is dependent to pay rent or other charges under the terms of this Lease, fails to appropriate or otherwise make available the funds required.
- [29] **QUIET ENJOYMENT:** Lessor covenants that the Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, without interruption by Lessor.
- [30] **OCCUPANCY AND SURRENDER:** Using Agency will be entitled to occupancy on the date of commencement of the term. If for any reason occupancy is delayed, neither Lessee nor Using Agency will be liable for rent until it has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given within 0 days of the commencement of the lease term for reasons other than the delay by causes beyond the reasonable control of the Lessor, then Lessee, at its own option may terminate this Lease.
- Cause for delay beyond the reasonable control of the Lessor shall be the result of strikes, lockouts, or causes that could not have been reasonably foreseen by Lessor. It is understood and agreed by parties hereto that the inability of Lessor to acquire mortgage or other financing shall not constitute unforeseeable cause for delay.
- Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control, improvements permitted or required excepted. All state property is subject to provisions of the Property Control Act and may not be retained by the Lessor for any reason.
- Lessee may remove all state-owned or paid-for equipment, fixtures, and improvements. Lessee will repair damage beyond reasonable wear and tear caused by such removals, and if Lessee fails to do so, Lessor shall have the right to restore the leased premises to the condition required above, and the Lessee shall pay Lessor the cost thereof on demand.
- [31] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. Such substitute Agency shall be for all or part of the leased premises. The substitute Agency will be responsible for all future obligations unless otherwise specified by the Department of Central Management Services. Except for assignments to Using Agencies, on assignment and no subletting by Lessee or any assignee shall be made without Lessor's prior written consent and such consent shall not be unreasonably withheld.
- [32] **CONDEMNATION:** If, during the term of this Lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or a considerable loss of utility results, the Lessee may terminate the Lease by giving at least thirty (30) days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.
- [33] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or Lessor's act or neglect, Lessee may declare the Lease terminated and may vacate if the problem is not cured by the Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the Lease, paying at the monthly rate, until suitable substitute premises are available.
- [34] **INSURANCE:** Lessor is solely responsible for maintaining fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self insuring. A copy of the Lessee's self-insurance policy will be provided on request.
- [35] **BREACH:** Failure of the Lessor to comply with this Lease, including but not limited to the failure to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of this Lease. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the Lease. If the Lease is terminated, Lessee may remain in possession, making payments at the currently monthly rate until suitable substitute premises are available. Rental periods less than one full month shall be prorated on a daily basis.
- [36] **COVENANTS BINDING:** All covenants and representations made in this Lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this Lease may be modified or additional requirements established without the express written approval of the Department of Central Management Services.
- [37] **EXAMINATION OF RECORDS:** Lessor agrees to allow Lessee to examine all records pertaining to this Lease, to verify compliance with this Lease and costs associated with this Lease.

- [38] **NOTICES:** Notices to the Lessor must be mailed to the address shown on page one of this Lease. Notices to Lessee must be mailed to the Department of Central Management Services at 721 Stratton Office Building, Springfield, Illinois 62706 and to the Using Agency at the address shown on page one of this Lease. All notices will be effective upon posting in the U. S. Mail.
- [39] **OWNERSHIP:** Lessor covenants and warrants that record title to the demised premises is held by the Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferees, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.) Failure by the Lessor to fully and accurately complete the provisions of Exhibit D, the Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.
- It is acknowledged that in the event of such a material breach by the Lessor its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this Lease and vacate the demised premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five per cent (25%) for the entire term of this Lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach. _
- [40] **CHANGE OF OWNERSHIP OR BENEFICIAL INTEREST:** The Department of Central Management Services must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, administrative rule or regulation governing real estate lease transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to the Lessor shall be specifically subject to the liquidated damages provisions of the preceding Article for material breach in failing to comply with disclosure requirements.
- [41] **GOVERNING LAW AND JURISDICTION:** Illinois law shall be used in interpreting this Lease and in determining the rights of the parties under its term and conditions. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee or Using Agency..
- [42] **NON-DISCRIMINATION:** Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans With Disabilities Act of 1990, and rules applicable to each. The Department of Human Rights Equal Employment Opportunity clause is incorporated by reference.
- [43] **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.
- [44] **TIME IS OF THE ESSENCE:** Time is of the essence of this Lease, and of each and every covenant, term, condition and provision hereof.
- [45] **ESTOPPEL CERTIFICATE:** Lessee shall upon written request from Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default.

NOTE: Paragraph 24 continued: Lessee acknowledges its responsibility for the obligations of an occupant and/or tenant under the American With Disabilities Act of 1990, regulations promulgated pursuant thereto by the U. S. Department of Justice, the Environmental Barriers Act, and the Illinois Accessibility Code.

[46] EXHIBITS: The following Exhibits attached hereto and incorporated by reference herein are made a part of this Lease (if applicable):

<u>X</u>	A - Accessibility Requirements	<u>X</u>	C - Lessor Certifications
<u>X</u>	D - Disclosure Statement	<u>X</u>	I - Improvements
<u>X</u>	F - Federal Taxpayer Identification Number	<u>X</u>	R - Rental Schedule
<u>X</u>	J - Janitorial Services	<u>X</u>	O - Other - Rider

[47] AUTHORITY TO EXECUTE: Parties signing this Lease on behalf of the Lessor certify that they have authority to execute the Lease and to commit to all described covenants.

LESSOR - Ameritech Illinois a/k/a Illinois Bell Telephone Company

BY

J. D. Buckman
Sr. Mgr. Planning

12/28/99

Date

TITLE

ATTEST

USING AGENCY - Illinois Department of Central Management Services
Bureau of Communication and Computer Services

BY

[Signature]
Bureau Manager

1-26-00

Date

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

BY

Michael J. Schwartz
36

1-31-00

Date

TITLE Director

Negotiated By

Leasing Representative

Date

EXHIBIT A

Illinois Accessibility Code (IAC) Specifications for State of Illinois Leased Properties

"Construction documents for all Public Facilities and Multi-Story Housing Units shall include a statement of compliance with the Act (EBA) unless the cost of the work is less than \$50,000. Affixing of a professional seal by an architect or engineer in accordance with the Illinois Architecture Act, Illinois Professional Engineering Act, and/or the Illinois Structural Engineering Act may be provided in lieu of the statement of compliance. The statement of compliance shall be filed with the local Building Permit Issuing Authority or, in the absence of such an authority, with the County Clerk. For publicly-owned work, it shall be filed with the governmental unit contracting for the work." (IAC, section-forward.)

This is not an official authorization for the construction or alteration of a public facility.

Section 400.710 of the IAC provides the standards for governmental leasing, renting or use of public facilities.

Since the lease will be executed after May 1, 1988, and the original building is assumed to have been constructed prior to May 1, 1988, to achieve the minimum required accessibility, comply with Subsections 400.510(a), 400.510(b) and 400.510(c) of the Illinois Accessibility Code referenced in Section 400.710, Standards For Government Leasing, Renting, or Use of Public Facilities. If the Lessor is able to submit documentation of prior compliance with the Minimum Requirements For New Construction, Sections 3 through 16 of the Accessibility Standards, Illustrated (revised and reprinted March 1, 1985), no further compliance may be necessary.

IAC Subsection 400.510(a) Site Improvements and Exterior Facilities.

1. If new street curbs are included in this work, they are to have accessible curb ramps.
2. If new sidewalks are contemplated, install per IAC Subsections 400.310 (a) and (d).
3. On-site parking per IAC Subsection 400.310 (c) and (r) (1), if parking is provided.
4. No inaccessible elements (e.g., steps) should occur along a site access route within the boundary of the site. Public transportation stops are to be accessible from public sidewalks. IAC Subsection 400.510(b) Miscellaneous Building Requirements.

IAC Subsection 400.510(b) Miscellaneous Building Requirements.

1. The major entrance door will conform to ANSI 4.13.
2. If the hardware, controls, dispensers, receptacles, stairs or other elements are altered, follow the applicable technical standard of Section 400.310 unless structurally impractical as determined by an architect or engineer. (especially see ANSI 4.13 and 4.25)

IAC Subsection 400.510 (c)

- 2a. Any element or space being altered must comply with applicable standard for new construction, Section 400.310. (e.g. toilet rooms)
- 2b. An accessible means of ingress and egress intended for use by the public shall be provided. A minimum corridor width of 36" must be provided, at

least 18" clearance . pull side of all doors along .essible ingress and egress route shall be provided, and all doors along route shall have a minimum clear opening of 32". Additional corridor clearances may be required for side access to doors in corridors. See Maneuvering clearances in ANSI 4.13.6.

- 2c. All spaces and elements altered shall be accessible from the accessible ingress and to the accessible egress.

It is recommended that all interior partitions and space planning provide an accessible route to the public reception area and to the elevator lobby at each floor.

Minimum requirements for elevators are referenced in IAC Subsection 400.310 (g). Technical standards are referenced as ANSI Section 4.10. Provide grab bars per ANSI Section 4.24. Provide tactile floor designations. Controls are to be modified per ANSI 4.10. Minimum dimensions of elevator cars meeting criteria of structural limitations may be as noted in IAC Subsection 400.510 (j).

- 2d. At least one accessible toilet room for each sex complying with ANSI Section 4.22 if toilets are provided or required in the facility by the Illinois Plumbing Code (77 Illinois Administrative Code 890).

Also refer to ANSI 4.16 through 4.21 referenced by IAC. Section 400.310.

Check the following for compliance:

1. Raised symbol or name in contrasting color on toilet door.
2. Minimum of 32" clear door opening.
3. 18" clearance on pull side of doors.
4. If closer is provided, it must be delayed action.
5. Elongated bowl, 17"-19" above floor to seat set 18" to center line from adjacent wall.
6. Closed front seat with cover.
7. 1 1/2" diameter grab bars.
8. Tissue dispenser mounting at 19" to center line.

9. Lavatory clear space, 27" below, lavatory height not to exceed 34".
10. Faucets are to be lever, blade, or multi-arm type handles.
11. Hot water on left with 105 degrees maximum temperature.
12. Dispensers, controls (switches, etc.) mounted a maximum of 48" above floor and do not require grasping or twisting of wrist.
13. At least one toilet stall in every required restroom shall meet ANSI 4.17, figure 30a, standard stall.
14. Provide at least one accessible fixture of each type (excluding urinals) in restroom for employee convenience when the minimum required fixtures are in place elsewhere.
15. Provide accessible urinal when more than four urinals are required or provided in a restroom.
16. At least one lavatory sink and mirror in each restroom shall comply with ANSI 4.19.
17. Drinking fountains where required or provided shall be accessible. Provided clear area of 30" x 48" in front of drinking fountain center around fountain. Orifice to be 30-36" above floor with water sufficient to allow insertion of a 4" cup. Hand controls are to be operable without precise grasping and twisting and located at or near the front of the unit.

2e. Accessible parking space(s) per IAC subsections 400.310(c) and (r)(1) if provided.

2f. Accessible route from parking space is required if parking is provided.

If alterations involve structural alterations to a public facility, The Illinois Architecture Practice Act of 1989, Section 3, requires an Illinois Licensed Architect complete the project and seal construction documents.

The Lessor is responsible for complying with all applicable codes, including the Illinois Accessibility Code, May 1, 1988.

The Lessor is responsible for obtaining and filing a statement of compliance with the Illinois Accessibility Code with the governmental unit contracting for the work, unless the cost of the work is less than \$50,000.00 or unless the construction documents bear the seal of an Illinois Licensed Architect or Engineer as defined by Illinois Law.

This accessibility specification is to determine the feasibility of government use of a public facility. The accessibility requirements stated herein are for use as minimum specifications to this lease property. Other specifications may be required to meet the using agency's space requirements. As such, these specifications are not construction documents.

The Lessor shall provide all necessary construction documents, permits, certificates, and other documents as may be required for the purpose of any construction relating to this property in accordance with all applicable governing laws and policies of the governmental unit contracting for the work.

RW:mm
8700K

EXHIBIT C

CERTIFICATIONS

Lessor certifies its compliance with the following requirements and other representations made hereunder, and affirmatively represents that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with the following applicable statutory requirements. Lessor further certifies that it, or if an individual then he or she, has not employed nor is negotiating to employ any current or former State officer or employee in circumstances that would violate any of the following provisions, and that Lessee will be promptly advise Lessee in writing as to any subsequent material changes in status or compliance occurring during the term of the Lease Agreement, including any periods of holdover thereunder.

Non-Discrimination--Federal Requirements. Lessor, its employees and subcontractors, agree to comply with applicable provisions of the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (ADA) (*See* 42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the Lessor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

[5 ILCS 385/3] Default on Repayment of Educational Loan. No State agency shall contract with an individual for goods or services if that individual is in default on an educational loan. [A partnership shall be considered barred if any partner is in default on an educational loan].

[30 ILCS 105/15a] Early Retirement. Lessor certifies he or she has informed the director of the Using Agency in writing if he or she was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. Lessor further acknowledges and agrees that if such early retirement incentive was received, this lease is not valid unless the official executing the lease has made the appropriate filing with the Auditor General of the State of Illinois prior to execution.

[30 ILCS 500/50-5] Bribery.

- a) No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and; (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer or a high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- c) For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

[30 ILCS 500/50-10] Felony Conviction. Unless otherwise provided, no person or business entity convicted of a felony shall do business with the State of Illinois or any State agency from the date of conviction until 5 years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

[30 ILCS 500/50-25] Inducements. Any person who offers or pays any money or valuable thing to any person to induce him or her not to bid on a State contract is guilty of a Class 4 felony. Any person who accepts money or other valuable thing for not bidding on a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

[30 ILCS 500/50-30] Revolving Door Prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to those persons who terminate an affected position on or after January 15, 1999.

[30 ILCS 500/50-40] Reporting Anticompetitive Practices. When, for any reason, any vendor, bidder, contractor, or designee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State, a notice of the relevant facts shall be transmitted to the Illinois Attorney General and the chief procurement officer. This includes reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process (30 ILCS 500/50-45), or any current or former elected or appointed State official or State employee to knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person (30 ILCS 500/50-50).

[30 ILCS 582] International Anti-boycott. Every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding \$10,000 shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

[720 ILCS 5/33E-3] Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for five years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the

governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code.

[720 ILCS 5/33E-4] Bid-rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

[775 ILCS 5/2-105] Equal Employment Opportunities – Affirmative Action/Sexual Harassment. Every party to a public contract and every eligible bidder shall:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) Comply with the procedures and requirements of the Department's [Illinois Department of Human Rights] regulations concerning equal employment opportunities and affirmative action; [The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.]
- (3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- (4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the VENDOR'S internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the [Illinois Human Rights] Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request. [Out of state vendors may utilize the vendor's state's equivalent of the Department and Commission.]

[775 ILCS 25/2] Discriminatory Club Dues. No private organization which sells goods or services to the State pursuant to the Illinois Procurement Code, nor any private organization which receives any award or grant from the State, nor any public body may pay any dues or fees on behalf of its employees or agents or may subsidize or otherwise reimburse them for payments of their dues or fees to any discriminating club. "Discriminatory club" means a membership club, organization, association, or society, or the premises thereof, which practices discrimination in its membership policy or in access to its services and facilities, except any facility, as to discrimination based on sex, which is distinctly private in nature such as restrooms, shower rooms, bath houses, health clubs and other similar facilities for which the Illinois Department of Human Rights, in its rules and regulations, may grant exemptions based on bona fide considerations of public policy.

The undersigned certifies that he or she is duly authorized to execute the foregoing instrument on behalf of the Lessor designated on the face of the Lease Agreement to which this instrument is affixed as an exhibit thereto, and further affirmatively acknowledges that the foregoing certifications and representations are made as an inducement to the State of Illinois, acting by its Department of Central Management Services for the use and benefit of the Using Agency therein specified, to enter into said Lease Agreement with the full and complete understanding that the State of Illinois is acting in reliance thereon.

LESSOR: Ameritech Illinois

BY: Gyle D. Burdman

ITS: Sr. Mgr. Planning

DATE: 12/28/99

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY
AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1) The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 1/2% of the total distributable income of any corporation with an interest in the lease. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

- I A. Address of Premises 120 West Jefferson St., Springfield, Illinois
 B. Real Estate Tax Index Number 14-28-0-484-060

II INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.



FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)

INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.

Illinois Bell Telephone Company



LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.



LAND TRUST OR OTHER TRUST

INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.



OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST

INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.



OTHER (PLEASE DESCRIBE)

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY.

III

IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH**CORPORATION - INSTRUCTIONS: PLEASE LIST**

1. The names of the president and secretary: Jose B. Wright, Pres.; Deidra Gold, Sec'y
2. The name and address of the registered agent: CT Corporation System,
208 S. LaSalle Street, Chicago, IL 60604
3. The names of all shareholders entitled to receive more than 7 1/2% of the total distributable income of the corporation: Ameritech Corporation
4. The name of the person (s) authorized to execute the contracts on behalf of the corporation: David M. Harris, General Manager -- Strategy & Planning, Ameritech Corporation,
Sole Owner of Illinois Bell Telephone Company

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST

1. The names of all partners (include limited partners if applicable): _____
2. If limited partnership, the names and addresses of all general partners: _____

IV

THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

X NO YES If "YES", explain employment and/or relationship.

V

THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, David M. Harris Joseph D. Buckman state on oath or affirm that I am (title)
Manager - Strategy & Planning (firm/name) Ameritech Corporation and that the
 disclosure made above is true and correct. I will provide any additional documentation requested by the State of
 Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.
Joseph D. Buckman 12/28/99
 Signature Date
General Manager - Strategy & Planning
 Title SR.

NOTARY:

STATE OF ILLINOIS

COUNTY OF Cook

I, Charles Herbst, certify
 on December 28, 19 99, JOSEPH D. BUCKMAN,
 personally appeared before me and swore or affirmed that he signed this
 document as General Manager - Planning of Ameritech
 and that the information provided was true and correct.

Charles Herbst

Notary Public

Commission Expires

OFFICIAL SEAL
 CHARLES HERBST
 NOTARY PUBLIC STATE OF ILLINOIS
 MY COMMISSION EXP NOV 24, 2002

LEASE NO. 5172

AGENCY: Department of Central Management Services

LOCATION: 120 West Jefferson Street, Springfield

FEDERAL TAXPAYER IDENTIFICATION
NUMBER AND LEGAL STATUS DISCLOSURE CERTIFICATION

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct:

NAME: Illinois Bell Telephone Company a/k/a Ameritech Illinois

Taxpayer Identification Number:

Social Security Number

N/A

or

Employer Identification Number

36-1253600

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN).

LEGAL STATUS (check one)

☐ Individual

☐ Government entity

☐ Owner of sole proprietorship

☐ Nonresident alien individual

☐ Partnership

☐ Estate or legal trust

☐ Tax-exempt hospital or extended care facility

☐ Foreign corporation, partnership, estate, or trust

☐ Corporation providing or billing medical and/or health care services

☐ Other: _____

☒ Corporation NOT providing or billing medical and/or health care services

SIGNATURE

John D. Buckman
~~David M. Harris, Joseph O. Buckman~~
SR. General Manager -- Strategy & Planning
Ameritech Corporation, Sole Owner
of Illinois Bell Telephone Company

DATE 12/28/99